

**APPENDIX  
PERFORMANCE MEASUREMENTS  
(SWBT- COMMISSION ORDERED)**

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**APPENDIX PERFORMANCE MEASUREMENTS****1. INTRODUCTION**

- 1.1 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, Pacific Bell Telephone Company, The Ohio Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.2 As used herein, **SWBT-TX** means the above listed ILEC doing business in Texas.
- 1.3 As used herein, **SWBT-OK** means the above listed ILEC doing business in Oklahoma.
- 1.4 As used herein, **SWBT-KS** means the above listed ILEC doing business in Kansas.
- 1.3 As used herein, the term ‘**Service Bureau Provider**’ means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-ILEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SWBT-TX/SWBT-OK/SWBT-KS** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures ordered by the state Commission that approved this Agreement under Section 252(e) of the Act, including any subsequently Commission-ordered additions, modifications and/or deletions thereof, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties. In the event that the state commission that approved this Agreement subsequently orders liquidated damages/remedies with respect to performance measures in a proceeding binding on both parties, the parties agree to incorporate commission-ordered liquidated damages/remedies into this Agreement once the decision approving such remedies becomes final and any appeals are exhausted (unless otherwise agreed by the parties). The parties expressly reserve all of their rights to

challenge any liquidated damage/remedy award, including but not limited to the right to oppose any such order and associated contract provision because remedy/liquidated damage provisions must be voluntarily agreed to and **SWBT-TX/SWBT-OK/SWBT-KS** does not at this time so agree.

- 1.6 In addition to the exclusions described in the performance measures and remedy plans ordered by the state commission that approved this Agreement, to which the Parties to this Agreement have agreed to be bound, **SWBT-TX/SWBT-OK/SWBT-KS** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of delays or other problems resulting from actions of a Service Bureau Provider acting on behalf of the CLEC for connection to SBC-LEC's OSS, including Service Bureau Provider provided processes , services, systems or connectivity.